

GENERAL RELEASE
Claim Number: _____

For the Sole Consideration of _____ and ____/100 Dollars (\$____) total, the receipt and sufficiency whereof is hereby acknowledged, I, _____, being of lawful age and sound mind, intending to be legally bound, hereby release and forever discharge _____ and THE CITY OF ASHEVILLE AND ITS EMPLOYEES, AND his/her/their/its heirs, executors, administrators, agents, insurers and assigns, and in case of corporations, all of its subsidiaries and affiliates, and its or their predecessor or successor corporations, and its or their former and current directors, officers, employees, agents, insurers and attorneys and all other persons, firms or corporations liable, or who might be claimed to be liable, none of whom admit any liability to the undersigned but all expressly deny any liability, from any and all debts, claims, demands, damages, actions, causes of action or suits, bills, liens, and liabilities of any kind or nature whatsoever, on account of all damages and injuries and related expenses including diminished value, known and unknown, both to person and property, which have resulted or may in the future develop from an alleged automobile accident which occurred on or about the 30th day of _____, at or near _____, in ASHEVILLE, NC,

This release shall be binding upon and inure to the successors, assigns, heirs, executors, administrators and legal representatives of the respective parties hereto.

The undersigned hereby declares that the terms of this settlement have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromise adjustment and settlement of any and all present and future claims, disputed or otherwise, on account of the injuries and damages above mentioned, and for the express purpose of precluding forever any further or additional claims arising out of the aforesaid accident.

The undersigned further states that the foregoing release has been read carefully and the contents are known and this release is signed as my/our own free act and deed.

Signed X _____
(Claimant Name _____)

Dated: _____

Subscribed and sworn before me, a Notary Public in and for the State of _____,
County of _____ this _____ day of _____ 20____ by the above
named owner who acknowledged the same to be free and voluntary act and deed.

Notary Public
(SEAL)

Address
My Commission expires: _____

City of Asheville Liability Claims Settlements in excess of \$25,000

January 1, 2014 - December 31, 2018

Claimant Name

ALY, ROGER

FISHER, TERRY AND BARBA

GAMBRELL, JAMES

KERN, ALISON

LAUGHTER, MARK

RUSH, JOHNNIE

GENERAL RELEASE Claim Number L001732742

For the Sole Consideration of Six Hundred Twenty Five Thousand and 00/100 Dollars----- (\$625,000.00**) total, the receipt and sufficiency whereof is hereby acknowledged, I, JAMES A. GAMBRELL, being of lawful age and sound mind, intending to be legally bound, hereby release and forever discharge STACEY L. GRIFFIN AND THE CITY OF ASHEVILLE AND ITS EMPLOYEES, AND his/her/their/its heirs, executors, administrators, agents, insurers and assigns, and in case of corporations, all of its subsidiaries and affiliates, and its or their predecessor or successor corporations, and its or their former and current directors, officers, employees, agents, insurers and attorneys and all other persons, firms or corporations liable, or who might be claimed to be liable, none of whom admit any liability to the undersigned but all expressly deny any liability, from any and all debts, claims, demands, damages, actions, causes of action or suits, bills, and all liens, including MSPRC (Medicare) and the Veteran's Administration, and liabilities of any kind or nature whatsoever, on account of all damages and injuries and related expenses, known and unknown, both to person and property, which have resulted or may in the future develop from an alleged automobile accident which occurred on or about the 10th day of June 2016, at or near NC 81 at US 74A, near ASHEVILLE, NC.

I, JAMES A. GAMBRELL, am aware that any/all medical bills and/or liens for medical care which are directly and causally related to the injuries sustained in the above automobile accident of June 10, 2016 and were incurred prior to this settlement, including MSPRC (Medicare) and the Veterans administration, must be protected and satisfied out of the above indicated settlement proceeds as required by law.

This release shall be binding upon and inure to the successors, assigns, heirs, executors, administrators and legal representatives of the respective parties hereto.

The undersigned hereby declares that the terms of this settlement have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromise adjustment and settlement of any and all present and future claims, disputed or otherwise, on account of the injuries and damages above mentioned, and for the express purpose of precluding forever any further or additional claims arising out of the aforesaid accident.

The undersigned further states that the foregoing release has been read carefully and the contents are known and this release is signed as my/our own free act and deed.

Signed X

JAMES A. GAMBRELL

Dated:

10-4-18

Witness:

Burt Omer Jr

Dated:

10-4-18

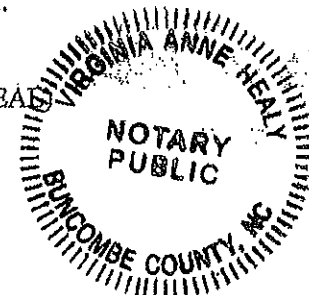
Subscribed and sworn before me, a Notary Public in and for the State of North Carolina County of Buncombe this 4th day of October 2018 by the above named owner who acknowledged the same to be free and voluntary act and deed.

Virginia Anne Healy
Notary Public

My Commission Expires

October 26, 2018

(SEAL)



Addendum to "Settlement and Release Agreement"
Between Johnnie J. Rush and City of Asheville, North Carolina

In consideration of the foregoing Settlement and Release Agreement it is understood and agreed that the City of Asheville agrees to pay the total sum of Six Hundred and Fifty Thousand Dollars (\$650,000.00) comprised of cash and the cost to fund future Periodic Payments as outlined below:

1. \$307,500 to Ferguson Chambers & Sumter, P.A
2. Asheville agrees to pay, or cause to be paid by the Assignee, Periodic Payments made payable to Johnnie J. Rush (Payee) according to the schedule as follows:

Life with Certain Annuity: \$855.00 payable monthly, guaranteed for 30 years beginning on 08/01/2021 with the last guaranteed payment 07/01/2051

Life with Certain Annuity: \$2,016.00 payable annually, guaranteed for 30 years beginning on 11/20/2021 with the last guaranteed payment 11/20/2050

Period Certain Annuity: \$584.00 payable monthly, guaranteed for 5 years beginning on 12/04/2032 with the last guaranteed payment 11/04/2037

Period Certain Annuity: \$10,218.00 payable annually, guaranteed for 5 years beginning on 12/04/2032 with the last guaranteed payment 12/04/2036

Period Certain Annuity: \$544.00 payable monthly, guaranteed for 5 years beginning on 05/11/2031 with the last guaranteed payment 04/11/2036

Period Certain Annuity: \$9,558.00 payable annually, guaranteed for 5 years beginning on 05/11/2031 with the last guaranteed payment 05/11/2035

Upon execution by Johnnie J. Rush and City of Asheville of a Qualified Assignment and Release Agreement ("QAR") and receipt of written confirmation from the Assignee that it has all information it needs and is prepared to execute the QAR, the City of Asheville will fund the obligation for Periodic Payments by a payment of \$342,500.00 (the "Annuity Premium") paid directly to its Assignee, **BHG Structured Settlements, Inc.** (the "Assignee"). Once the City of Asheville has funded the obligation for Periodic Payments to the Assignee and the QAR is fully executed, the City of Asheville shall have satisfied all of its obligations under the Settlement and Release Agreement and shall have no further obligations to administer and/or make the Periodic Payments or any other payments whatsoever. The Assignee has indicated that it will use all reasonable efforts to provide a fully executed QAR within three (3) business days of receiving the Annuity Premium. If, however, the QAR is not fully executed by the Assignee within fourteen (14) business days of receiving the Annuity Premium, the City of Asheville shall have the right to instruct the Assignee to disburse the Annuity Premium directly to the Payee as a cash settlement and the City of Asheville shall have no further obligations or liability whatsoever to make the Periodic Payments and Payee expressly agrees that in doing so, the City of Asheville will have satisfied all of its obligations under the Settlement and

Release Agreement.

All sums set forth herein constitute damages on account of personal injuries and sickness in a case involving physical injury or physical sickness within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.

Right to Payments

Payee acknowledges that the Periodic Payments cannot be accelerated, deferred, increased or decreased by any payee; nor shall any payee have the power to sell, mortgage, encumber, or anticipate the Periodic Payments, or any part thereof, by assignment or otherwise.

Payee's Beneficiary

Any payments to be made after the death of any Payee pursuant to the terms of this Settlement Agreement shall be made to such person or entity as shall be designated in writing by Payee to the Assignee. If no person or entity is so designated by Payee, or if the person designated is not living at the time of the Payee's death, such payments shall be made to the estate of the Payee. No such designation, nor any revocations thereof, shall be effective unless it is in writing and delivered to the Assignee. The designation must be in a form acceptable to the Assignee before such payments are made.

Consent to Qualified Assignment

Payee acknowledges and agrees that immediately following the execution of the Settlement and Release Agreement and this Addendum, the City of Asheville will make a "qualified assignment", within the meaning of Section 130(c) of the Internal Revenue Code of 1986, as amended, of the City of Asheville's liability to make the Periodic Payments set forth above to the Assignee.

The assignment is hereby accepted by the Payee without right of rejection and completely releases and discharges the City of Asheville from all liability to make the Periodic Payments obligation assigned to the Assignee, including the failure of Assignee to make any of the Periodic Payments and/or Annuity Issuer to fund any of the Periodic Payments for any reason whatsoever. The Payee recognizes that, as a result of the assignment, the Assignee will be the sole obligor with respect to the Periodic Payments obligation, and that all other releases with respect to the Periodic Payments obligation that pertain to the liability of the City of Asheville are final, irrevocable and absolute.

Right to Purchase an Annuity

The Assignee reserves the right to fund the liability to make the Periodic Payments through the purchase of an annuity policy from **Berkshire Hathaway Life Insurance Company of Nebraska** (the "Annuity Issuer"). The Assignee shall be the sole owner of the annuity policy and shall have all rights of ownership. The Assignee may have **Berkshire Hathaway Life Insurance Company of Nebraska** mail payments directly to the Payee. The Payee shall be responsible for maintaining a current mailing address with **Berkshire Hathaway Life Insurance Company of Nebraska**.

Discharge of Obligation

The obligation assumed by Assignee with respect to any required payment shall be discharged upon the mailing on or before the due date of a valid check in the amount specified to the address of record for Payee, or by direct deposit or electronic funds transfer if so requested. However, if a check is lost or otherwise not received, the Annuity Issuer, upon notification of said check being lost, or not received, shall promptly reissue said check, subject to verification of "stop payment" that said check has not been negotiated. Payee recognizes as a result of the execution of the Qualified Assignment and Release Agreement contemporaneously herewith, Assignee shall be the sole obligor with respect to the obligations assigned, and that all other releases that pertain to the liability of City of Asheville are final, irrevocable and absolute.

WITNESS our hand and seal effective the day and year first above written.

Johnnie J. Rush (SEAL)
Johnnie J. Rush

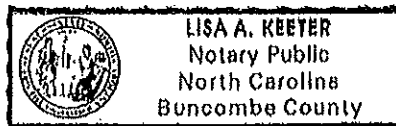
STATE OF NORTH CAROLINA
COUNTY OF Buncombe

I, Lisa A. Keeter, Notary Public, do hereby certify that Johnnie J. Rush personally appeared before me this day and acknowledged the due execution of the foregoing Addendum to the "Settlement and Release Agreement" and acknowledged to me that it was voluntarily, freely and knowingly executed.

Witness my hand and seal, this the 2 day of August, 2018.

Lisa A. Keeter
Lisa A. Keeter, Notary Public
Printed Name

My Commission Expires: July 28, 2023



Esther Manheimer

(SEAL)

Esther Manheimer (Name)

Mayor (Title) CITY OF ASHEVILLE

STATE OF NORTH CAROLINA

COUNTY OF Buncombe

I, K. McLean Moore, Notary Public, do hereby certify that

Esther Manheimer (Name), Mayor (Title), on behalf of the City of Asheville, personally appeared before me this day and acknowledged the due execution of the foregoing Addendum to the "Settlement and Release Agreement" and acknowledged to me that it was voluntarily, freely and knowingly executed.

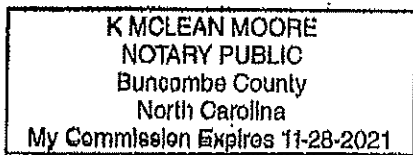
Witness my hand and seal, this the 3 day of August, 2018.

K. McLean Moore

K. McLean Moore, Notary Public

Printed Name

My Commission Expires: 11-28-2021



GENERAL RELEASE Claim Number

L001406248

For the Sole Consideration of Twenty Eight Thousand Four Hundred Seventy Six and 62/100 Dollars-----(\$28,476.62***) total, the receipt and sufficiency whereof is hereby acknowledged, I/We, MARK E. LAUGHTER AND CAROLYNE G. LAUGHTER, being of lawful age and sound mind, intending to be legally bound, hereby release and forever discharge KENDRICK T. JOHNSON AND THE CITY OF ASHEVILLE POLICE DEPARTMENT AND THE CITY OF ASHEVILLE AND ITS EMPLOYEES, AND his/her/their/its heirs, executors, administrators, agents, insurers and assigns, and in case of corporations, all of its subsidiaries and affiliates, and its or their predecessor or successor corporations, and its or their former and current directors, officers, employees, agents, insurers and attorneys and all other persons, firms or corporations liable, or who might be claimed to be liable, none of whom admit any liability to the undersigned but all expressly deny any liability, from any and all debts, claims, demands, damages, actions, causes of action or suits, bills, liens, and liabilities of any kind or nature whatsoever, on account of all damages and related expenses, known and unknown, both to property and to person, which have resulted or may in the future develop from an alleged automobile accident which occurred on or about the 24th day of February 2015, at or near NC 146 near CP&L Drive, near ASHEVILLE, NC,

This release shall be binding upon and inure to the successors, assigns, heirs, executors, administrators and legal representatives of the respective parties hereto.

The undersigned hereby declares that the terms of this settlement have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromise adjustment and settlement of any and all present and future claims, disputed or otherwise, on account of the injuries and damages above mentioned, and for the express purpose of precluding forever any further or additional claims arising out of the aforesaid accident.

The undersigned further states that the foregoing release has been read carefully and the contents are known and this release is signed as my/our own free act and deed.

Signed X Mark E. Laughter
MARK E. LAUGHTER

Dated: 2-16-18

Signed X Carolyn G. Laughter
CAROLYNE G. LAUGHTER

Dated: 2-16-18

Subscribed and sworn before me, a Notary Public in and for the State of North Carolina,
County of Suncombe this 16th day of February 2018 by the above
named owner who acknowledged the same to be free and voluntary act and deed.

James S. Butler
Notary Public
Asheville NC
Address

(SEAL)

My Commission expires

2-15-19

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT (the "Agreement") is made and entered into by and between Alison Rose Kern ("Ms. Kern") and the City of Asheville (the "City") (collectively the "Parties") as of the date provided below.

WITNESSETH

WHEREAS, on or about June 25, 2014, Ms. Kern alleges she fell and injured herself while walking on a sidewalk located at 82 Patton Avenue, Asheville, North Carolina;

WHEREAS, on May 13, 2016, Ms. Kern filed an action against the City in the Superior Court Division of Buncombe County, file number 16 CVS 02087, and asserted a claim of negligence based on her June 25, 2014 fall and injury (the "Lawsuit");

WHEREAS, the City disputes its liability to Ms. Kern for any damages pertaining to her June 25, 2014 fall;

WHEREAS, on December 19, 2016, the Parties participated in a mediated settlement conference and reached an agreement to settle fully and finally all disputes between them, as well as any other claims that could have been asserted;

WHEREAS, the agreement reached by the Parties, attached hereto as Exhibit 1, in the mediated settlement conference was contingent upon the approval by the Asheville City Council (the "Council") of such agreement;

WHEREAS, at its meeting on January 10, 2017, the Council approved the agreement reached by the Parties in the mediated settlement conference;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the sufficiency of which the Parties hereby acknowledge, it is agreed as follows:

1. **Payment to Ms. Kern.** The City agrees to pay to Ms. Kern Seventy Thousand Dollars (\$70,000.00) as full and complete settlement of any and all asserted claims (the "Payment"). The Payment shall be paid by no later than February 9, 2017, and shall be paid to the Trust Account of Plaintiff's counsel, Mark Melrose of Melrose Law, PLLC.
2. **Payment of Mediator's Fees.** The City agrees to pay, on behalf of the Parties, the mediator's fees in the amount of Two Thousand Sixty-Two Dollars and Fifty Cents (\$2062.50), associated with the mediated settlement conference which occurred on December 19, 2016.
3. **Dismissal of Lawsuit.** In addition to all other consideration provided herein, Ms. Kern, within five (5) days of Plaintiff's counsel's receipt of the Payment and prior to the disbursement of the Payment to Plaintiff by Plaintiff's counsel, shall voluntarily dismiss with prejudice the Lawsuit.

4. **Release of the City by Ms. Kern.** For valuable consideration, the receipt and adequacy of which is hereby acknowledged, including the consideration provided in Paragraphs 1 and 2 herein, Ms. Alison Rose Kern, on behalf of herself and her heirs, executors, administrators, assigns, and any and all persons or entities claiming by and through her, hereby releases, acquits, and forever discharges the City of Asheville and its predecessors, successors, affiliates, subsidiaries and assigns, and any person or entity acting for or on the City's behalf, including, in their capacities as such, without limitation, their respective past, present and future officers, directors, employees, attorneys, agents, administrators, representatives, successors, and assigns, and their respective administrators, representatives, successors, and assigns, from any and all past, present, or future claims, demands, obligations, rights, damages, actions, causes of actions, suits, costs (including court costs), expenses, attorneys' fees, judgments, sums of money or claims of any kind or nature whatsoever, known or unknown, whether named or unnamed, both to person and property, absolute or contingent, whether at law or in equity, up to and through the date of this Agreement. These claims include, but are not limited to, claims arising under federal, state, and local statutory or common law, and the law of contract and tort.
5. **No Admission of Liability.** The terms and conditions outlined herein are not to be construed as an admission of any liability or violation of any federal, state, or local statute or regulation or of any duty owed by and between the Parties, and the Parties expressly deny and continue to deny any and all liability.
6. **Acknowledgement.** The Parties acknowledge that this Agreement effects important rights and includes an agreement to release any and all claims arising out of any violations of Ms. Kern's rights. Ms. Kern has been advised to consult with an attorney prior to executing this Agreement and has had the counsel of Mark Melrose, an attorney of her choosing, in negotiating and reviewing this Agreement.
7. **Execution by the Parties.** This Agreement may be executed in multiple counterparts, all of which taken together shall collectively constitute one agreement binding the Parties.
8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.
9. **Amendments, Changes, and Modifications.** This Agreement may not be amended, changed, modified, or altered except by written agreement signed by both Parties.
10. **Entire Agreement.** This Agreement, including Exhibit I incorporated herein by reference, constitutes the entire agreement between the Parties, superseding all prior written and oral agreements.
11. **Severability.** Each provision of this Agreement is intended to be severable. If any provision or any part of any provision of this Agreement shall for any reason be held invalid, unenforceable, or contrary to public policy or any law, then the remainder of this Agreement shall not be affected thereby.

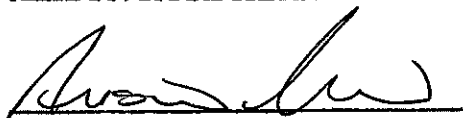
12. **Interpretation.** For purpose of construction or interpretation of this Agreement, it is stipulated and agreed that this document has been jointly prepared and drafted by counsel to all of the Parties hereto.

13. **Binding Effect.** This Agreement shall be binding upon Ms. Kern and her respective executors, heirs, estate, legal representatives, beneficiaries, and other successors in interest, and shall inure to the benefit of the City and its respective successors and assigns.

14. **Voluntary Execution.** The Parties hereto, who are each represented by counsel, intending to be legally bound, apply their signatures voluntarily and with full understanding of the contents of this Agreement and after having had ample time to review and study this Agreement with their counsel.


IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date indicated below.

ALISON ROSE KERN



Date: 17TH JAN/2017

CITY OF ASHEVILLE

By: 

Esther Manheimer, Mayor

Date: 213/2017

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
16 CV 02087

ALISON ROSE KERN

Plaintiff,

v.

CITY OF ASHEVILLE,

Defendant.

**MEDIATED SETTLEMENT
AGREEMENT**

The parties hereto stipulate and agree that at the Mediated Settlement Conference held on the 19th day of December, 2016 at the law offices of McGuire, Wood & Bissette, P.A. in Asheville, North Carolina, a full and final agreement of all issues was reached. The terms of this agreement are:

1. Contingent upon approval by the Asheville City Council ("Council") at its meeting scheduled for January 10, 2017, Defendant shall pay to the Trust Account of Plaintiff's Attorney the sum total of Seventy Thousand Dollars (\$70,000.00) within thirty days of Council's approval.

2. Plaintiff shall execute such general releases as required by Defendant, in a form acceptable to Defendant and shall file a Voluntary Dismissal with Prejudice within five (5) days of receipt of such funds and prior to the disbursement of such funds to Plaintiff by Plaintiff's counsel.

3. Also contingent upon approval by Council, the City shall pay the mediator's fees associated with this mediation.


Plaintiff


Defendant


Plaintiff's Counsel


Defendant's Counsel



STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

THIS Settlement Agreement and Release of All Claims ("Agreement") is made by and between the City of Asheville (hereinafter referred to as "Asheville"), Terry E. Fisher and wife, Barbara Fisher (hereinafter referred to as "Property Owners") and JP Morgan Chase Bank, N.A. (hereinafter referred to as "Chase") (collectively referred to as "Parties"), all done and made this the 1st day of ~~January~~ ^{MARCH}, 2016.

WHEREAS, Property Owners own property located at 12 Wamboldt Avenue, Asheville, North Carolina, more particularly described in a Deed of Trust recorded in Book 4517, Page 1405 of the Buncombe County Registry (hereinafter referred to as "The Property"), and;

WHEREAS, on or about the 7th day of September, 2015, water escaped from the City of Asheville water system, which Property Owners allege resulted in damage to The Property (hereinafter referred to as "The Incident"), and;

WHEREAS, it is expressly understood and agreed between the Parties that this Agreement is a compromise and settlement of any and all existing and future claims related in any way to The Incident, that it is intended to terminate these disputed claims with respect to the Parties herein released, and that the performance of the obligations under this Agreement is not to be construed as an acknowledgment of wrongdoing or negligence, or an admission of liability whatsoever, by any of the Parties released herein, said liability being expressly denied, and;

WHEREAS, Property Owners represent and affirm that there are no other persons, entities, lien holders, or otherwise, other than Chase, who have, or might have, a present or future claim to the amount paid in settlement under this Agreement, or to any existing or future claims related to, or arising out of, The Property and The Incident, and;

WHEREAS, Property Owners agree that they will hold Asheville harmless from any claim made by any other lien holder, person, entity or otherwise, whether known or unknown, for any existing or future claim related in any way to, or arising out of, The Property and The Incident, and;

WHEREAS, Chase acknowledges its agreement to this Agreement by signature of its duly authorized representative below and hereby releases Asheville from any and all existing and future claims whatsoever related to or arising out of its status as lien holder of The Property, and;

WHEREAS, the Parties, in order to avoid the additional costs and expenses of litigation, now desire to enter into this Agreement, upon the terms and conditions herein contained, which resolves any and all existing or future claims between the Parties, as set forth herein, and have agreed to the following settlement and release.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained

herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by the Parties, each represented by counsel, as follows:

1. The foregoing paragraphs are expressly incorporated as if set forth fully herein as part of the terms and conditions of this Agreement.
2. Settlement. Asheville shall pay the total sum of Two-Hundred and Seventy Five Thousand, One-Hundred and Sixty Three Dollars and Seventy Five Cents (\$275,163.75), allocated and payable as follows:
 - a. The sum of Two-Hundred and Thirty Thousand, Eight-Hundred and Thirty Three Dollars and Seventy Five Cents (\$230,833.75) to be made payable to Terry E. Fisher, Barbara Fisher, and JPMorgan Chase Bank, N.A. (Re: Claim No. 6242166), as a full and final settlement of any and all present or future claims arising out of, or relating in any way to, The Property and The Incident, and;
 - b. The sum of Forty Four Thousand, Three-Hundred and Thirty Dollars (\$44,330.00) to be made payable to Terry E. Fisher and wife, Barbara Fisher, as full and complete settlement of any and all present or future claims arising out of, or relating in any way to, The Property and The Incident; including but not limited to, any claims for consequential damages, incidental damages, or damages to personal property, including any alternative living expenses and any and all other claims of any kind for any type of damages, whether such claims are known or unknown.
3. Release.
 - a. Simultaneously with, and in consideration of, the payment outlined in paragraph 2(a) above: i) the Property Owners shall deliver a fully executed and notarized Release, which is attached hereto as Exhibit A and is incorporated herein by reference; and ii) Chase shall deliver a fully executed and notarized Release, which is attached hereto as Exhibit B and is incorporated herein by reference. The payment outlined in paragraph 2(a) above may be released only upon receipt of a fully executed and notarized Release from both Chase and the Property Owners.
 - b. Simultaneously with, and in consideration of, the payment outlined in paragraph 2(b) above, the Property Owners shall deliver a fully executed and notarized Release, which is attached hereto as Exhibit A and is incorporated herein by reference. The payment outlined in paragraph 2(b) above may be released only upon receipt of a fully executed and notarized Release from the Property Owners.

4. Intent to Repair. Simultaneously with the payment outlined above, Property Owners shall deliver a fully executed and notarized Intent to Repair, which is attached hereto as Exhibit C and is incorporated herein by reference.
5. Future Responsibility. The City of Asheville shall have no future liability whatsoever with respect to any present or future repairs, reconstruction or construction of The Property and all such expenses and risks shall be borne entirely by the Property Owners. This Agreement is intended as a full and final release of any and all claims which Property Owners, their heirs, assignees or any other person or lienholder could or might have against Asheville for any damage of any type resulting from, or as a consequence of The Incident.
6. Entire Agreement. This constitutes the entire Agreement between the Parties. This Agreement may be executed and delivered in counterparts, each of which shall be an original, but such counterparts together shall constitute but one and the same Agreement. Copies and facsimile copies of this Agreement shall be treated the same as originals. No modification to this Agreement shall be effective unless reduced to writing and executed with the same formality as this Agreement.
7. The terms of this Agreement are contractual and not mere recitals. The Parties warrant and represent that they have carefully read this Agreement, noted its contents, and signed this Agreement as their free and voluntary act. The Parties further warrant and represent that they jointly participated in the drafting of this Agreement, and that it will not be construed against the Parties.
8. The Parties represent and warrant that, as of the date of the execution of this Agreement, they are legally entitled to settle and to release each other and that they have not assigned or transferred, or purported to assign or transfer, to any person, firm, corporation or other entity, any claim released hereby.
9. This Agreement is binding upon the Parties hereto and their respective successors and assigns.
10. In the event that any provision of this Agreement is found to be invalid or unenforceable, that shall not affect the validity or enforceability of the remainder of this Agreement.
11. Intended Effect. This Agreement and the terms thereof are intended as a full, complete, final and absolute settlement of all of the matters in controversy between the parties from the beginning of time to the present as it relates to the Property and the Incident.

WHEREFORE, the Parties hereto have caused this Agreement to be executed by them, or their respective duly authorized representatives, this the 1st day of ~~January~~ MARCH, 2016.

Signed,

PROPERTY OWNERS:

Terry E. Fisher
Terry E. Fisher

Barbara Fisher
Barbara Fisher

CITY OF ASHEVILLE:

By: Gwen Wisler
Printed Name: Gwen Wisler
Title: Vice Mayor

J.P. MORGAN CHASE BANK, N.A.: JPMORGAN Chase Bank, NA

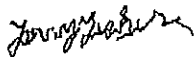
By: James D. Caudill
Printed Name: James D. Caudill
Title: ASSISTANT VICE PRESIDENT

EXHIBIT A

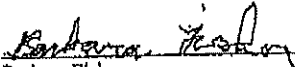
RELEASE

The undersigned, Terry E. Fisher and wife Barbara Fisher, do hereby acknowledge and state that they forever and finally release, discharge and hold harmless the City of Asheville, its agents and employees, from any and all present and future claims, suits, demands, damages, actions or causes of actions of any kind or character, no matter how arising, from the beginning of time to the present; including, any and all present and future claims, suits, demands, damages, actions or causes of actions of any kind or character relating in any way to, or arising out of, any damage whatsoever to the property located at 12 Wamboldt Avenue, Asheville, North Carolina. This release is a full, final, total, complete and absolute release, as set forth herein.

This the 26 day of January, 2016.



Terry E. Fisher

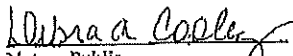


Barbara Fisher

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, a Notary Public of the State of North Carolina, County of Buncombe, do hereby certify that Terry E. Fisher personally appeared before me this day acknowledged to me that he signed and executed the foregoing document.

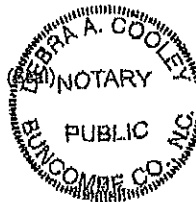
Witness my hand and notarial seal this 26th day of January, 2016.



Notary Public

Dabra A. Cooley

(Printed Name of Notary)
My Commission Expires:
Date: 3-27-16



STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, a Notary Public of the State of North Carolina, County of Buncombe, do hereby certify that Barbara Fisher personally appeared before me this day and acknowledged to me that she signed and executed the foregoing document.

Witness my hand and notarial seal this 26th day of January, 2016.

Debra A. Cooley
Notary Public

Debra A. Cooley
(Printed Name of Notary)
My Commission Expires:
Date: 3-27-16

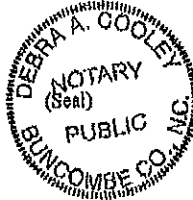


EXHIBIT B

RELEASE

JPMorgan Chase Bank, N.A., by and through its undersigned duly authorized representative, does hereby acknowledge and states that it forever and finally releases, discharges, and holds harmless the City of Asheville, its agents and employees, from any and all present and future claims, suits, demands, damages, actions or causes of actions of any kind or character, no matter how arising, from the beginning of time to the present, including, any and all present and future claims, suits, demands, damages, actions, or causes of actions of any kind or character, relating in any way to, or arising out of, any damages whatsoever to the property located at 12 Wamboldt, Asheville, North Carolina, and related to the Incident. This release is a full, final, total, complete and absolute release, as set forth herein.

This the 15th day of ~~February~~, 2016.

MARCH 10

JP Morgan Chase Bank, N.A. JPMORGAN Chase Bank, NA

By: James D. Caudill

Printed Name: James D. Caudill

Title: ASSISTANT VICE PRESIDENT

STATE OF OHIO

COUNTY OF Franklin

I, Lisa Rose, a Notary Public of the State of Ohio, County of Franklin, do hereby certify that James D. Caudill

Personally appeared before me this day and acknowledged to me that he/she is AVP of JPMorgan Chase Bank, N.A., and that as ASSISTANT VICE PRESIDENT being authorized to do so, signed and executed the foregoing document on behalf of JPMorgan Chase Bank, N.A.

Witness my hand and notarial seal this 1 day of ~~February~~, 2016.

march

Lisa Rose
Notary Public

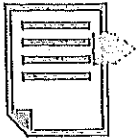
Lisa Rose
Printed Name of Notary

My Commission Expires: march 21, 2018



LISA ROSE
Notary Public, State of Ohio
My Comm. Expires March 21, 2018

CHASE



DECLARATION OF INTENT TO REPAIR

By completing this required form, you verify your intent to repair the damage to your home.
To avoid delays, please make sure all fields on this form are completed before you submit it.

Loan number: 1962506020

Borrower name: Barbara Fisher

Co-borrower name: Terry E. Fisher

Email address: _____

Preferred phone number(s): 828-772-5166

Property address
(Street, city, state and ZIP code): 12 Wamboldt Avenue
Asheville, NC 28806-4560

Amount of claim check: \$230,833.75

Cause of damage/loss: Water
Damaged due to water escaping from City of Asheville water lines.

I/We hereby certify that the Insurance claim funds in the amount listed above are to be used to repair/restore the property to as good a condition or better than prior to the damage, that all repairs will be made in a timely manner and that no material or labor liens will occur as a result of the labor performed or the materials used.

I/We understand that a licensed contractor must be used to repair/restore the property.

Borrower signature: [Signature] Date: 1-28-16

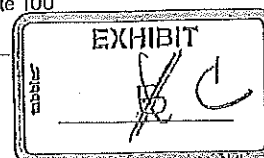
Co-borrower signature: Barbara Fisher Date: 1-28-16

Once you've completed this form, you can scan and upload it to InsuranceClaimsCheck.com/Chase, a secure, Chase-approved site. You can also return it to us by mail or fax to:

Regular mail: Chase
P.O. Box 47607
Atlanta, GA 30362

Overnight mail: Chase
2405 Commerce Ave.
Building 2000, Suite 100
Duluth, GA 30096

Fax: 1-678-476-8899



Si tiene alguna pregunta, por favor llame al 1-866-742-1461.

99718-0215

SETTLEMENT AGREEMENT AND RELEASE

This SETTLEMENT AGREEMENT AND RELEASE ("Agreement") is made and entered into by and between the **City of Asheville** ("the City"), and **Roger S. Aly** ("Aly") (collectively the "Parties").

WHEREAS, Aly was employed by the City as a Senior Police Officer with the Asheville Police Department ("APD") until the City terminated his employment on or about June 10, 2010;

WHEREAS, Aly appealed the termination to the City's Civil Service Board who ruled that the termination was not justified;

WHEREAS, the City appealed that ruling by filing a petition for a trial de novo in Buncombe County Superior Court, File No. 10 CVS 05296 ("the Petition");

WHEREAS, Aly answered the Petition and filed a counterclaim against the APD and William Hogan, individually and in his official capacity ("the Counterclaim");

WHEREAS, the Counterclaim was voluntarily dismissed without prejudice on December 9, 2011, and Aly refiled a complaint on December 7, 2012, File No. 12 CVS 5816 alleging the same causes of action against the same parties as the Counterclaim seeking, *inter alia*, compensatory damages and the payment of Aly's attorneys' fees (the "2012 Lawsuit");

WHEREAS, the Petition was tried before the Honorable Judge James U. Downs in the December 12, 2012, term of court, and he entered an order on January 7, 2013, ordering that Aly be "reinstated as a Senior Police Officer of the APD with the restoration of all back pay and all other rights as if the termination had no occurred" ("the Order");

WHEREAS, the City appealed the Order to the North Carolina Court of Appeals which affirmed the Order by written opinion issued on May 6, 2014;

WHEREAS, the City appealed the decision of the Court of Appeals to the North Carolina Supreme Court by filing a Petition for Discretionary Review on June 11, 2014 ("the Appeal");

WHEREAS, while the Appeal is pending, the Parties have determined that it is in their best interests to compromise and settle these matters on the terms set forth below.

NOW THEREFORE, in consideration of the promises, covenants, and agreements herein contained, and for other good and valuable consideration, receipt of which is hereby expressly acknowledged by each of the Parties hereto, it is hereby understood and agreed as follows:

1. **Consideration of the City.** The City, in addition to all other consideration listed herein, shall do the following:
 - a. Reinstatement of Aly to his position as Senior Police Officer effective September 12, 2014;

- b. Make monetary payments to Aly or for Aly's benefit as provided in this Agreement in an amount which totals \$250,000. In no event will the City provide monetary payment or benefit to Aly in excess of \$250,000. The monetary payment will be allocated and dispersed as set forth below:
- i. ~~\$70,000 will be allocated as accrued back pay from the date of Aly's termination until the date of his reinstatement. This back pay amount shall be the wages he would have earned had he continued his employment less the amount of wages he earned in the interim, and the Parties agree that this amount is \$70,000. This back pay payment is subject to the standard withholdings in accordance with the deductions on file;~~
 - ii. The City will take all steps necessary to credit Aly with the time accrued in the Local Government Employees' Retirement System ("LGERS") from June 10, 2010, until September 12, 2014, including completing all paperwork necessary to effectuate this credit and communicating with LGERS regarding Aly receiving this credit. The City will contact LGERS and request a calculation which reflects the employer and employee contribution and any other amounts which are necessary for Aly to obtain credit from June 10, 2010 until September 12, 2014. The City agrees to pay this amount to LGERS on Aly's behalf.
 - iii. ~~The City will pay an amount into Aly's 401-K account consistent with his reinstatement and paragraph 1(b)(ii) for the period from June 10, 2010 until September 12, 2014. The amount to be paid is to be determined by Prudential, the administrator of the City's 401-K program.~~
 - iv. \$107,500 will be paid and considered attorneys' fees which could be recoverable under the 2012 Lawsuit and will be made payable to Adams, Hendon, Carson, Crow and Saenger, P.A. ("the Firm"). If the amount remaining after the amounts described above in paragraphs 1(b)(i) through (iii) are dispersed is less than \$107,500, whatever amount of the \$250,000 that remains shall be paid as attorneys' fees pursuant to this paragraph. The City shall issue Forms 1099 to the Firm and to Aly for this amount.
 - v. Pay the remainder of the \$250,000, if any, after each of the above disbursements has been made, to Aly in a lump sum, which shall be considered as payment for non-back pay compensatory damages potentially recoverable by Aly under the 2012 Lawsuit and be made payable to Aly with no withholdings. The City shall issue a Form 1099 at the end of the year to Aly for this amount.

- vi. Make the payments described in this paragraph 1(b) within ten (10) days of receiving the information from the State of North Carolina described in paragraph 1(b)(iv) above, regarding Aly's LGERS contributions.
 - c. Remove all documents regarding Aly's termination from his personnel file and place them in an inactive file in the City's Human Resources Department and retain and dispose of those documents as required by North Carolina law;
 - d. In response to any requests for information regarding Aly's employment with the City and the APD, only provide the information required by N.C. Gen. Stat. § 160A-168 and state that Aly resigned from the City. The City will make no mention whatsoever of Aly's termination;
 - e. Provide information, as requested by third parties, relating to Aly's employment in accordance with the Public Records Act and N.C. Gen. Stat. § 160A-168;
 - f. Agree that the City, in its official capacity, will not make any statements, written or oral, that defame the personal and/or business reputation or conduct of Aly. The Parties agree that this provision shall not apply on occasions where a court or other governmental authority subpoenas an individual to testify or give evidence, under which circumstances, such individuals must respond truthfully, according to law;
 - g. Withdraw the Appeal within five days of Aly's receipt of the funds described in this paragraph 1.
2. **Consideration of Aly.** Aly, in addition to all other consideration listed herein, shall do the following:
- a. Resign from his employment with the City effective September 12, 2014, immediately following his reinstatement, by signing the attached letter of resignation;
 - b. Dismiss with prejudice the 2012 Lawsuit within five days of his receipt of the funds described in paragraph 1 above.
3. **Release of the City.** For valuable consideration, the receipt and adequacy of which is hereby acknowledged, Aly, for himself and his heirs, executors, administrators, assigns and any and all persons or entities claiming by or through him, hereby releases and forever discharges the City of Asheville and each of its respective agents, employees, officers, directors, owners, assigns, representatives, subsidiaries, parents, affiliates, insurers, successors, predecessors and shareholders, whether named or unnamed from any and all claims, demands, damages, actions, causes of action, suits, costs (including

court costs), expenses, attorneys' fees, judgments, sums of money or claims of any kind or nature whatsoever, known and unknown, both to person and property, arising out of, resulting from, or in connection with Aly's employment with the City of Asheville. These released claims include, but are not limited to, claims arising under federal, state, and local statutory or common law, and the law of contract and tort. These released claims further include, but are not limited to, any claims Aly may have under the Age Discrimination in Employment Act, as amended, the Americans with Disabilities Act, as amended, the Fair Labor Standards Act, as amended, Title VII of the Civil Rights Act of 1964, as amended, and the North Carolina Wage and Hour Act. Aly hereby further agrees to surrender any and all rights to employment with the City except as set forth herein and agrees not to reapply to the City for employment in the future. Aly also agrees to release and forego any rights he may have under the Order.

4. **Release of Aly.** For valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City, on behalf of itself, and all respective agents, representatives, employees, insurers, assigns and its attorneys, and each of them do hereby release and forever discharge Aly and all his heirs, successors, assigns, attorneys and agents, of and from any and all claims, complaints, causes of action, suits, debts, liens, contracts, judgments, agreements, promises, liabilities, claims, demands, damages, losses, costs, or expenses of any nature whatsoever, known or unknown, fixed or contingent, that are related to Aly's employment with the City, including claims specifically referenced in this Agreement, prior to the date of this Agreement.
5. **No Admission of Liability.** The terms and conditions outlined herein are not to be construed as an admission of any liability or violation of any federal, state or local statute or regulation or of any duty owed by and between the Parties and the Parties expressly deny and continue to deny any and all liability. This Agreement is entered into in order to avoid further dispute between the Parties.
6. **Fees and Costs.** Except as specifically set out in this Agreement, each party agrees to bear their own attorneys' fees and costs associated with this matter.
7. **Execution by the Parties.** This Agreement may be executed in multiple counterparts, either in original form or in the form of facsimile copies or electronic (PDF), all of which taken together shall collectively constitute one agreement binding on the Parties.
8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.
9. **Amendments, Changes and Modifications.** Except as otherwise provided in this Agreement, this Agreement may not be amended, changed, modified or altered except by written agreement signed by both Parties.
10. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties, superseding all prior written and oral agreements. Each party to this Agreement represents and warrants that (a) the party has read this Agreement in its entirety; (b) the party has discussed all aspects of this Agreement with his, her or its attorneys and fully

understands all of the provisions and their legal and practical effects; (c) the party is signing this Agreement freely and voluntarily, without coercion of any kind, and with full knowledge and understanding of its contents; and (d) the party has not assigned, pledged or transferred or purported to assign or transfer to any person or entity any claim, lawsuit or right or any portion thereof or interest therein they purport to release by this Agreement.

11. **Severability.** Each provision of this Agreement is intended to be severable. If any provision or any part of any provision of this Agreement shall for any reason be held to be invalid, unenforceable or contrary to public policy or any law, then the remainder of this Agreement shall not be affected thereby.
12. **Interpretation.** For purposes of construction or interpretation of the provisions of this Agreement, it is stipulated and agreed that this document has been jointly prepared and drafted by counsel to all of the Parties hereto.
13. **Voluntary Execution.** The Parties hereto, who are each represented by counsel, intending to be legally bound, apply their signatures voluntarily and with full understanding of the contents of this Agreement and after having had ample time to review and study this Agreement with their counsel.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date indicated below.

RESPONDENT:


Roger S. Aly

09-08-2014
Date

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, Rebecca L. Ledford, a Notary Public of Buncombe County, State of North Carolina certify that Roger S. Aly (the "Signatory"), appeared before me this day and that he, being authorized to do so, acknowledged the execution of the foregoing instrument.

I certify that the Signatory personally appeared before me this day, and

(check one of the following)

 (I have personal knowledge of the identity of the Signatory); or

☒ (I have seen satisfactory evidence of the Signatory's identity, by a current state or federal identification with the Signatory's photograph in the form of:

(check one of the following)

☒ a driver's license or

 in the form of); or

 (a credible witness has sworn to the identity of the Signatory).

The Signatory acknowledged to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal this 8th day of September, 2014.

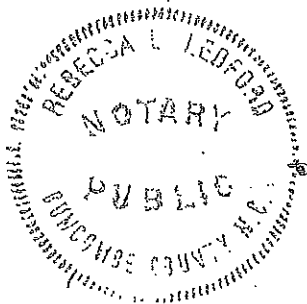
Rebecca L. Ledford

Notary Public

Print Name: Rebecca L. Ledford

My Commission Expires: 10 June 2019

(MUST BE FULLY LEGIBLE)



[NOTARY SEAL]

PETITIONER:

Esther Manheimer

Esther Manheimer, Mayor

9-11-14

Date

Attest to:

Joanne Matthews

City Clerk

Deputy

9-11-14

Date

(Corporate Seal)

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, Notary Public of the County and State aforesaid, certify that Saime Matthews, personally came before me this day and acknowledged that she is the ^{Deputy} City Clerk of the City of Asheville, a municipal corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its Mayor and attested by herself as its ^{Deputy} City Clerk.

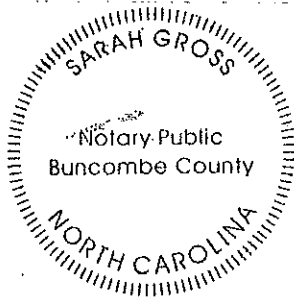
Witness my hand and notarial seal this 11th day of September, 2014

Notary Public

Printed Name:

My Commission Expires:

[NOTARY SEAL] (MUST BE FULLY LEGIBLE)



Sarah Gross

Sarah Gross

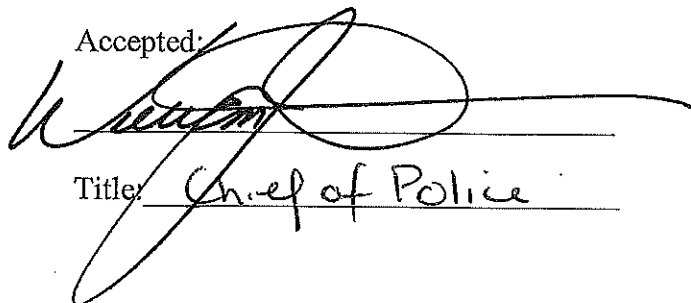
11/14/2018

I hereby resign from my position as Senior Police Officer with the City of Asheville,
effective September 12, 2014.



Roger S. Aly

Accepted:



Title: Chief of Police

4842-6099-9453, v. 1